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8 UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON, AT SEATTLE

9 IBEW PACIFIC COAST PENSION FUND,

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11 Plaintiff,

12 vs.

13 HARRIS ELECTRIC, INC., a Washington  
14 corporation, UBI NO. 600034291,

15 Defendant.

NO.

COMPLAINT

16 **I. PARTIES AND JURISDICTION**

17 1.1 Plaintiff IBEW Pacific Coast Pension Fund, referred to as the  
18 "Trust" or "Trust Fund," was established for the purpose of providing pension  
19 benefits to eligible members, retirees, and their beneficiaries. The Trust is a joint  
20 labor-management Trust Fund created pursuant to Section 302(c) of the Labor  
21 Management Relations Act (LMRA), 29 U.S.C. § 186(c), and is governed by the  
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1 Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001,  
2 et seq., as amended. The Trust is governed by an appointed Board of Trustees.

3 1.2 Harris Electric, Inc., hereinafter referred to as "Employer," is a  
4 Washington state corporation, and at all times material did business in the State  
5 of Washington within the jurisdiction of the applicable labor and trust  
6 agreements. The Employer's principal office is located at 4020 23<sup>rd</sup> Avenue  
7 West, Seattle, WA 98199. Employer's President & CEO/CFO is Daniel Bryant.  
8 The Employer's UBI Number is 600034291.  
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10 1.3 This Court has jurisdiction pursuant to §§301(c), 302(e) of the  
11 Labor Management Relations Act ("LMRA"), codified at 29 U.S.C. §§185(c),  
12 186(e), and §§502(a)(3), (e)(2) of the Employee Retirement Income Security  
13 Act of 1974 ("ERISA"), codified at 29 U.S.C. §§1132(a)(3), (e)(2).  
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15 1.4 Venue in this Court is proper pursuant to §301(a) LMRA, codified  
16 at 29 U.S.C. § 185(a); §502(e)(2) ERISA, codified at 29 U.S.C. §1132(e)(2); and  
17 pursuant to the applicable Trust Agreement.  
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## 19 **II. CLAIM FOR RELIEF**

20 2.1 Plaintiff Trust Fund realleges the allegations contained in  
21 paragraphs 1.1 through 1.4.  
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1           2.2   The Employer signatory to a Collective Bargaining Agreement  
2 (CBA) between it and the International Brotherhood of Electrical Workers Local  
3 Union 46 (the ‘Union’) and all subsequent CBAs. The current CBA was  
4 effective February 18, 2014.

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6           2.3   The CBA governs fringe benefit contributions the Employer is  
7 obligated to make on behalf of its employees for all covered hours worked to the  
8 Plaintiff Trust Fund and binds the Employer to the terms of the Trust  
9 Agreement.

10           2.4   Under the terms of the above-referenced Agreements, the Employer  
11 is required to submit reports of covered hours and payment of trust contributions  
12 by the 25<sup>th</sup> day of each month following the month in which hours were worked.

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14           2.5   The Employer’s obligation to contribute to the Trust is ongoing for  
15 every month covered hours are worked.

16           2.5   Although covered work was performed by its employees,  
17 Employer has failed to timely submit contributions owed beginning January,  
18 2017 and has failed to timely remit contributions through the date of this filing.  
19 This failure constitutes a violation of the Employer’s obligation pursuant to the  
20 terms of the governing Agreements as well as under 29 U.S.C. §1145; ERISA  
21 §515.  
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2.7 Plaintiff Trust is entitled to an award for all contributions owed, as well as delinquency charges and all expenses of collection, including attorney fees and costs pursuant to 29 U.S.C. § 1332(g)(2); ERISA § 502(g)(2).

1. For judgment in favor of the Trust and against Employer for delinquent fringe benefit contributions, liquidated damages, interest, and related delinquency charges for all delinquencies accruing beginning January 2017 through the date of this filing and additional delinquencies that may accrue after commencement of this action and through the date of judgment; and

2. Attorneys' fees and costs pursuant to the governing Agreements and ERISA § 502(g)(2).

3. For such other and further relief as this Court deems just.

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2 DATED this 6<sup>th</sup> day of February, 2018.

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4 TURNER, STOEVE & GAGLIARDI, P.S.

5 s/Leta A. Eschenbacher  
6 LETA A. ESCHENBACHER, WSBA #47091  
7 Attorney for Plaintiffs  
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